REMARKS

This preliminary amendment is filed in order to facilitate processing of the above identified application and responds to the Office Action dated July 24, 2007, in which the Examiner rejected claims 1-22 and 28-30 under 35 U.S.C. § 103.

As indicated above, new claims 32-37 have been added.

Claims 1-20 and 28 were rejected under 35 U.S.C. § 103 as being unpatentable over *Hite et al.* (U.S. Patent No. 5,774,170) in view of *Goodman et al.* (U.S. Patent No. 7,039,930) and further in view of *Aras et al.* (U.S. Patent No. 5,872,588) and *Zigmond et al.* (U.S. Patent No. 6,698,020).

Applicant respectfully traverses the Examiner's rejection of the claims under 35 U.S.C. § 103. The claims have been reviewed in light of the Office Action, and for reasons which will be set forth below, Applicant respectfully requests the Examiner withdraws the rejection to the claims and allows the claims to issue.

Hite et al. appears to disclose broadcasting a number of commercials with at least one chosen as a default commercial that will be played unless replaced by a targeted commercial (Col. 6, lines 3-9). Nothing in *Hite et al.* shows, teaches or suggests (a) registering image content by attaching a content owner identifier to image content and (b) distributing an advertisement insert charge to a content owner based on the content owner identifier as claimed in claims 1, 10, 18, 19, 20, and 28. Rather, *Hite et al.* discloses playing a default commercial unless replaced by a targeted commercial.

Goodman et al. appears to disclose a clearinghouse system which verifies that a commercial has actually been aired (Col. 4, lines 31-36). The ad agency books a timeslot with the clearinghouse for its customer and a reserve is entered onto the advertiser's credit line (Col.

6, lines 9-20). Certain information is digitally encoded onto the tape of the advertisement (Col. 6, lines 29-54).

Thus, *Goodman et al.* merely discloses digitally encoding information onto the advertisement tape (i.e. the advertisement tape contains advertisement images not image content/program images). Nothing in *Goodman et al.* shows, teaches or suggests attaching a content owners identifier to the image content as claimed in claims 1, 10, 18-20 and 28. Rather, the advertiser's information is encoded onto a tape in *Goodman et al.* In other words, in *Goodman et al.* the advertiser's information is attached to a tape and not the content owner of the image content. Furthermore, the information in *Goodman et al.* is encoded onto the tape of the advertisement and not attached to the image content (i.e. Applicant respectfully points out that the Examiner appears to confuse (a) the advertisement image and the image content (i.e. program) as well as (b) the advertiser and the image content owner (i.e. program owner)).

Furthermore, *Goodman et al.* only discloses entering a reserve onto the advertiser's credit line when a commercial or timeslot is booked by the ad agency (Col. 6, lines 9-20). Nothing in *Goodman et al.* shows, teaches or suggests distributing an advertisement insert charge (i.e. payment) to a content owner based on the content owner identifier as claimed in claims 1, 10, 18-20 and 28. Rather, in *Goodman et al.* the reserve that is placed by the ad agency is for payment of the timeslot and is not based upon a content owner identifier. Furthermore, nothing in *Goodman et al.* shows, teaches or suggests that the charge/payment is to the content owner and is more likely a charge that the ad agency will receive.

Aras et al. appears to disclose encoding a unique audio-visual identifier (AVI) in order to identify the content (i.e. TV sitcom) of the audio-visual material (Col. 7, lines 31-54). A time index field may also be encoded (Col. 8, lines 52-53).

Thus, *Aras et al.* only discloses encoding a content identifier and a time index field to audio-visual material. Nothing in *Aras et al.* shows, teaches or suggests (a) attaching a content owner identifier to image content or (b) distributing an advertising charge to a content owner based the content owner identifier as claimed in claims 1, 10, 18-20 and 28. *Aras et al.* only discloses encoding a content identifier (such as sitcom) and a time index field.

Zigmond et al. appears to disclose compiling viewer responses to selected advertisements (Col. 9, lines 21-26). A user may be presented with multiple ads and asked to select one for viewing. Information about which ad has been selected may also be compiled. The interaction between the viewer and the home entertainment system allows advertisers to effectively target interested viewers or to test proposed advertisements (Col. 9, lines 30-38).

Thus, *Zigmond et al.* only discloses asking a user to select between multiple ads. Nothing in *Zigmond et al.* shows, teaches or suggests (a) attaching a content owner identifier to the image content and (b) distributing an advertisement insertion charge to a content owner based on the content owner identifier as claimed in claims 1, 10, 18-20 and 28.

Since none of the references show, teach or suggest (a) registering image content by attaching a content owner identifier to the image content and (b) distributing an advertisement insertion charge to a content owner based on the content owner identifier as claimed in claims 1, 10, 18-20 and 28, Applicant respectfully requests the Examiner withdraws the rejection to claims 1, 10, 18-20 and 28 under 35 U.S.C. § 103.

Claims 2-9, and 11-17 recite additional features. Applicant respectfully submits that claims 2-9 and 11-17 would not have been obvious within the meaning of 35 U.S.C. § 103 over *Hite et al.*, *Goodman et al.*, *Aras et al.*, and *Zigmond et al.* at least for the reasons as set forth

above. Therefore, Applicant respectfully requests the Examiner withdraws the rejection to claims 2-9 and 11-17 under 35 U.S.C. § 103.

Claims 21 and 29 were rejected under 35 U.S.C. § 103 as being unpatentable over *Hite et al.* in view of *Goodman et al.* and further in view of *Zigmond et al.*

Applicant respectfully traverses the Examiner's rejection of the claims under 35 U.S.C. § 103. The claims have been reviewed in light of the Office Action, and for reasons which will be set forth below, Applicant respectfully requests the Examiner withdraws the rejection to the claims and allows the claims to issue.

As discussed above, *Hite et al.* is merely directed to simultaneously broadcasting a number of commercials and designating one commercial as a default commercial unless replaced by a targeted commercial (Col. 6, lines 3-9). Nothing in *Hite et al.* shows, teaches or suggests an advertisement insert charge is distributed to content owner based on an advertisement identifier as claimed in claims 21 and 29.

As discussed above, *Goodman et al.* only discloses an ad agency booking a commercial/timeslot and entering a reserve onto the advertiser's credit line (Col. 6, lines 9-20). Nothing in *Goodman et al.* shows, teaches or suggests an advertisement insert charge is distributed to a content owner based on an advertisement identifier as claimed in claims 21 and 29. Rather, *Goodman et al.* only discloses that the ad agency enters a reserve onto the advertiser's credit line. Applicant respectfully submits that the reserve is paid to the ad agency that books the timeslot and is not distributed to a content owner based on the advertisement identifier.

As discussed above, *Zigmond et al.* only discloses presenting a user with multiple ads in order to test a proposed advertisement (Col. 9, lines 30-38). Nothing in *Zigmond et al.* shows,

teaches or suggests an advertisement insert charge is distributed to a content owner based on the advertisement identifier as claimed in claims 21 and 29.

Since nothing in *Hite et al.*, *Goodman et al.*, or *Zigmond et al.* show, teach or suggest an advertisement insert charge is distributed to a content owner based on an advertisement identifier as claimed in claims 21 and 29, Applicant respectfully requests the Examiner withdraws the rejection to claims 21 and 29 under 35 U.S.C. § 103.

Claims 22 and 30 were rejected under 35 U.S.C. § 103 as being unpatentable over *Hite et al.* in view of *Garfinkle* (U.S. Patent No. 5,530,754) and further in view of *Zigmond et al.*

Applicant respectfully traverses the Examiner's rejection of the claims under 35 U.S.C. § 103. The claims have been reviewed in light of the Office Action, and for reasons which will be set forth below, Applicant requests the Examiner withdraws the rejection to the claims and allows the claims to issue.

As discussed above, *Hite et al.* merely discloses designating one of a number of commercials as a default commercial unless replaced by a targeted commercial. Nothing in *Hite et al.* shows, teaches or suggests (a) requesting distribution of a title list to an image content providing apparatus according to an input instruction and acquiring the title list and (b) selecting the advertisement image based on viewer information, and (c) a viewer selecting the advertising image or rejection thereof and selecting a different category as claimed in claims 22 and 30. *Hite et al.* merely discloses designating one of a number of commercials as a default commercial that will be played unless replaced by a targeted commercial.

Garfinkle appears to disclose periodically downloading catalog data to a user site where it is stored in the user site catalog store. The display of the catalog data is controlled by the user (Col. 4, lines 47-57).

Thus, *Garfinkle* only discloses periodically downloading catalog data to a user. Nothing in *Garfinkle* shows, teaches or suggests requesting distribution of a title list to an image content providing apparatus as claimed in claims 22 and 30. Rather, *Garfinkle* only discloses periodically downloading information to a user site. (The information in *Garfinkle* is periodically downloaded and thus no request is made. Additionally the information is downloaded to a user site and not to an image content providing apparatus).

Zigmond et al. as discussed above, merely discloses testing a proposed ad by presenting a user with multiple ads and asking the user to select one ad for viewing. Nothing in *Zigmond et al.* shows, teaches or suggests requesting distribution of a title list to an image content providing apparatus as claimed in claims 22 and 30.

Furthermore, nothing in *Zigmond et al.* shows, teaches or suggests selecting an advertisement image based on viewer information and selecting the advertisement or rejection thereof as claimed in claims 22 and 30. *Zigmond et al.* only discloses testing a proposed advertisement by asking the user to select one of the multiple ads for viewing (*Zigmond et al.* does not state that the user can select no ads/reject ads but is asked to select one of a plurality of ads).

Since nothing in *Hite et al.*, *Garfinkle*, or *Zigmond et al.* show, teach or suggest (a) requesting distribution of a title list to an image content providing apparatus, (b) selecting advertisement image based on viewer information and (c) a viewer selecting the advertisement image or rejection thereof as claimed in claims 22 and 30, Applicant respectfully requests the Examiner withdraws the rejection to claims 22 and 30 under 35 U.S.C. § 103.

New claims 32-37 have been added and recite additional features. Applicant respectfully submits that these claims are also in condition for allowance.

CONCLUSION

Thus it now appears that the application is in condition for reconsideration and allowance. Reconsideration and allowance at an early date are respectfully requested.

If for any reason the Examiner feels that the application is not now in condition for allowance, the Examiner is requested to contact, by telephone, the Applicant's undersigned attorney at the indicated telephone number to arrange for an interview to expedite the disposition of this case.

In the event that this paper is not timely filed within the currently set shortened statutory period, Applicant respectfully petitions for an appropriate extension of time. The fees for such extension of time may be charged to Deposit Account No. 50-0320.

In the event that any additional fees are due with this paper, please charge our Deposit Account No. 50-0320.

Respectfully submitted,

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